

RFP 01-13

City of Concord, New Hampshire

Purchasing Division

**ADVERTISING OPPORTUNITIES
MOTOR VEHICLE REGISTRATION MAILING STUFFERS**

Prepared for, and in coordination with the

**FINANCE DEPARTMENT
TREASURY AND ACCOUNTS DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME:
AUGUST 23, 2012 NOT LATER THAN 2:00 PM**



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603) 230-3656

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, NH is soliciting proposals for advertising inserts that will be included in the City's monthly mailing of motor vehicle renewal notices. The selected proposer will pay the city to be allowed to have an insert enclosed with the motor vehicle renewal notice.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on August 23, 2012** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP 01-13

ADVERTISING OPPORTUNITIES

MOTOR VEHICLE REGISTRATION MAILING STUFFERS"

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager or his designee.

Complete copies of RFP 01-13 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301; (603-230-3664) or on-line at www.concordnh.gov/purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

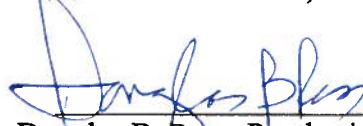
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed by the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.com
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 7/25/12

Proposal Due Date/Time: August 23, 2012 no later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager (603-230-3656: Fax; dross@concordnh.gov) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials is allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified. Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of

compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor. **Sample inserts must be provided to City of Concord for review/approval prior to printing.**

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.

Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications and experience of the Proposer, the quality of the equipment/product/service to be provided, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the equipment/product/service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the highest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a

Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the City shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment

and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

PAYMENT:

The city must receive payment in full for the year within 30 days after signing contract with the city. The Vendor's payment to the City shall be non-refundable.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE
CANCELLATION OF AN ORDER OR CONTRACT.*

RFP 01-13

ADVERTISING OPPORTUNITIES MOTOR VEHICLE REGISTRATION MAILING STUFFERS

SUBMITTAL, EVALUATION AND CONTRACT REQUIREMENTS

The following are specifications and terms that apply to all sections of this RFP.

SUBMITTAL

Failure to submit any and all documents requested could be cause for proposal to be rejected.

1. **Proposal Package:**

In order to be considered responsive and eligible for selection, Proposers must submit their proposal in one (1) complete signed original and two (2) identical copies. No other distribution of the proposal package shall be made by the Proposer.

2. **Proposal Statement:**

Below is a list of the information required to be provided by the Proposer. Provide the information in the same order in which it is requested. Your proposal must contain sufficient information to assure the City of its accuracy, however, Proposers are requested to keep their submissions to the shortest length possible consistent with addressing each information request completely.

- a. The legal name, mailing address, telephone number, e-mail address and fax number of the Proposer and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation, limited liability company or any other legal entity. A proposal by a corporation shall also give the state of incorporation, identify the principal place of business and any local offices including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Proposer. Proposals should also identify any partners, persons or firms who will participate in or are parties to the proposal and any other parties who may act on behalf of the Proposer or who have the authority to legally bind the respondent.
- b. The name, title and contact information for one or more individuals authorized to represent the firm in its dealings with the City.
- c. General description of the nature and structure of the firm including its products, services, markets, locations, number of employees annual revenues and number of years in business.
- d. A description of all contracts for products or services with or related to the City of Concord within the past ten (10) years.
- e. Provide a representative sample of the advertising insert to be provided with each monthly mailing.

f. Annual advertising rights offer price along with any proposed contingencies or conditions. Currently there is no minimum offer price. At a minimum, payment must be made for the entire year and must be received by the City prior to the first mailing.

g. Present or Pending Legal Claims, Actions or Suits:

(1) Describe in detail any court proceedings to which the Proposer has been a party in the past ten (10) years including any determination by an arbitration panel, federal, state or local regulatory body or court of law that any respondent member has been found in breach or default under any agreement or contract. Identify by name, location, caption, docket number, or other form of identification the proceedings in which such determinations were made.

(2) Describe any and all indictments and criminal investigations, regulatory actions, completed or pending, within the past ten (10) years, in any venue involving any member of the respondent team. Identify by name, location, caption, docket number, or other form of identification, of all such criminal proceedings. Identify any present or anticipated facts known to the respondent that might reasonably be expected to adversely affect its ability to perform the services identified in the RFP.

3. Conflicts, Errors & Ambiguities:

If a Proposer discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer should immediately notify Mr. Douglas B. Ross, Purchasing Manager, via e-mail at dross@concordnh.gov. Notice of such error or omission should be submitted prior to the final due date and time for submission of proposals. Modifications shall be made by addenda to this RFP.

4. Requirements, Rights and Prerogatives:

- a. By submitting a proposal, the Proposer covenants that the Proposer will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of lack of information.
- b. The City shall not be obligated for any cost incurred by the Proposer in proposal preparation or in activities related to the review of this RFP or any interview costs.
- c. Other than the contact person identified in this RFP, or his designee(s), prospective Proposers shall not approach City officials or employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.
- d. A Proposer indicates its acceptance of the provisions and conditions enumerated in this RFP by submitting a proposal.
- e. The City reserves the right to exercise the following prerogatives:

- (1) To reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

- (2) To change the final due date and time for submission of proposals.
- (3) To consider modifications to proposals at any time before the award is made, if such action is in the best interest of the City.
- (4) To interview firms prior to selection.
- (5) To negotiate any terms, conditions, specifications and/or prices with any Proposer.

EVALUATION

The selection process will begin with the review and evaluation of each of the written proposals. The purpose of this evaluation process is to: 1) examine the responses for compliance with this RFP; and 2) identify the firms that have the highest probability of satisfactorily performing under the advertising agreement, and 3) identify the firms that are the most compatible with the purpose, mission or functions of the City of Concord. The evaluation process will be conducted in a comprehensive and impartial manner.

1. Criteria for Selection:

- a. Annual fee.
- b. Compatibility of the firm's purpose, products and services with the mission, purpose, function and duties of the City of Concord.
- c. Representative sample advertising insert.
- d. Ability and capacity of the Proposer to meet its financial obligations under the advertising agreement.
- e. The character, reputation and location of the firm.
- f. Responsiveness and responsibility of the Proposer.

2. Interviews:

The City reserves the right to determine whether interviews will be necessary.

CONTRACT REQUIREMENTS

1. Contract:

This RFP, the selected firm's proposal, and the subsequent agreement documents shall constitute the contract unless otherwise noted. The City may negotiate contract terms and conditions to meet the City's requirements consistent with this RFP. Award of a contract is subject to negotiations and appropriate City approvals. It is the City's intent to award two (2) separate contracts: One to a motor vehicle inspection station/automobile dealership and one to a bank/credit union.

2. Termination of Contract:

See General Terms and Conditions.

3. Interpretation:

The contract shall be construed and interpreted in accordance with the laws of the State of New Hampshire. The State of New Hampshire and Merrimack County shall be the forum for disputes resolution.

4. Duration:

The Agreement shall be for one (1) year from the date of the City's Notice to Proceed. Upon mutual consent, the Agreement may be renewed for up to three (3) additional one (1) year periods.

5. Public Announcements:

Upon selection of the successful Contractor and contract execution, public announcement or news releases pertaining to the contract shall not be made without prior written consent of the City.

RFP 01-13

ADVERTISING OPPORTUNITIES MOTOR VEHICLE REGISTRATION MAILING STUFFERS

BACKGROUND AND SPECIFICATIONS

BACKGROUND

This Request for Proposals is available to motor vehicle inspection stations, automobile dealerships, banks and credit unions with an official place of business located within the City of Concord with an interest in making a submission for advertising inserts to be included in motor vehicle registration renewal mailings to citizens.

It is the City's intent to award two (2) separate contracts: One to a motor vehicle inspection station/automobile dealership and one to a bank/credit union.

The City wants to maximize its revenue potential and will consider bids from direct advertisers, and from agencies that might resell the advertising space. Direct advertisers and advertising space resellers do not have to be located within the City of Concord but the advertising firms must be.

Mailing Type - Motor Vehicle Registration Renewals

Responsible Department – Treasury / Collection Office

Target Audience includes all residents and businesses within the City who own cars, trucks or trailers.

- Number of mailings per year – 12 (*each of the 12 mailings can have different ad copy so mailings that go out in November could have a holiday focus while summer mailings could focus on summer vacation*).
- Average number of motor vehicle registration renewals mailed per month: 2,750
- Total number of motor vehicle registration renewals mailed per year: 33,000

ADVERTISING SPECIFICATIONS

The City uses a mailing service that folds, inserts, stuffs and delivers the motor vehicle registration renewal notices to the US Postal Service each month. The successful proposer shall:

1. Utilize advertising content that supports a healthy image of the City of Concord, be appropriate for all age groups and be non-political in nature.
2. Submit all advertising content to the City for approval thirty (30) calendar days before a scheduled mailing. The City shall provide standard disclaimer information which must be printed on each insert in a font size acceptable to and approved by the City.
3. Utilize the City's mailing service for the printing of all advertising content to be inserted.
4. Provide the advertising content to the City's mailing service at least ten (10) calendar days prior to a scheduled mailing.
5. Pay the City's mailing service directly for all printing and insertion costs (printing costs to be determined, the cost to insert is typically \$10 per 1,000 inserts).

6. Be allowed one (1) 8.5" x 11" advertising insert printed on 20# paper for each motor vehicle registration renewal notice mailed.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and two (2) identical copies** no later than 2:00 pm on August 23, 2012:

1. Proposal Sheet (Page 20)
2. Proposal Statement (See pages 15 & 16)
2. Specifications Exception Form (Page 22)
3. Alternate Form W-9 (Page 23)
4. City of Concord Indemnification Agreement (Page 24)

The successful proposer must submit, prior to contract signing:

1. **The firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage (Page 25).**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP 01-13, PROPOSAL SHEET**

Pursuant to and in compliance with the terms, conditions and specifications of RFP 01-13, the undersigned proposes to provide advertising content to be inserted with the monthly motor vehicle registration renewal notices sent by the City and to pay to the City of Concord, the following annual fee for this advertising (approximately 33,000 mailings/year):

Figures: _____

Written: _____ Dollars

This fee is exclusive of printing, postage and inserting costs which will be paid directly by the successful proposer to the City's mailing service.

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR
SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING
ADDENDA _____
3. CONFORMANCE WITH THE DISQUALIFICATION CLAUSE DETAILED BY
THE GENERAL TERMS AND CONDITIONS

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE COMPLETE, SIGN AND RETURN TO:

The City of Concord

Douglas B. Ross, Purchasing Manager, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301, 603-230-3664

Due Date/Time: August 23, 2012 No Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**RFP 01-13, ADVERTISING OPPORTUNITIES
MOTOR VEHICLE REGISTRATION MAILING STUFFERS**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all vendors, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP 01-13, ADVERTISING OPPORTUNITIES
MOTOR VEHICLE REGISTRATION MAILING STUFFERS
Insurance Requirements for All Advertisers

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- ☐ Occurrence
☐ Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- ☐ Any Auto, Symbol 1
☐ Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|-------------|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | \$1,000,000 |
|---|-------------|

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 01-13

PROJECT: Advertising Opportunitites Motor Vehicle Registration Mailing Stuffers

CITY CONTRACT NO.: RFP 01-13

CONTRACT FOR: Advertising Opportunities Motor Vehicle Registration Mailing Stuffers

You are notified that your Proposal received on _____ for the above Contract has been considered and accepted for you to provide advertising stuffers for the mailing of the **CITY'S** motor vehicle registration notifications. All terms, conditions, specifications and advertising fees shall be in accordance with the **CITY'S** Request for Proposals (RFP 01-13 and all addenda) and the **ADVERTISER'S** proposal opened on **August 23, 2012**.

The **ADVERTISER'S** annual advertising rights fee, shall be as follows: _____

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate, meeting the minimum required levels of coverage, naming the **CITY** as an additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to FINANCE DEPARTMENT, TREASURY AND COLLECTIONS DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by
and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and
_____, doing business as (an individual) or (a partnership) or
(a corporation), hereinafter called the “**ADVERTISER**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The **ADVERTISER** will commence and provide the advertising stuffers for the **CITY’S** mailing of the motor vehicle registration notices. All terms, conditions, specifications and advertising fees shall be in accordance with the **CITY’S** RFP 01-13 and the **ADVERTISER’S** proposal response opened on **August 23, 2012**.
2. The **ADVERTISER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the advertising stuffers as detailed by RFP 01-13.
3. The **ADVERTISER** will commence the work required by the **CONTRACT DOCUMENTS** on the date of the **NOTICE TO PROCEED**. Completion time for the project shall be one (1) year thereafter. However, this **AGREEMENT** may be extended, by mutual agreement, for up to three (3) additional one (1) year periods.
4. The **ADVERTISER** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the following annual advertising rights fee:

_____ Dollars

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) REQUEST FOR PROPOSALS RFP 01-13
- (B) RFP 01-13 PROPOSAL RESPONSE
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
- (F) LETTER OF AWARD DATED _____
- (D) NOTICE OF AWARD DATED _____
- (E) AGREEMENT
- (F) NOTICE TO PROCEED

(G) ADDENDA NO. _____ DATED _____

6. The **CITY** will pay the **ADVERTISER** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

ADVERTISER:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 01-13

PROJECT: Advertising Opportunitites Motor Vehicle Registration Mailing Stuffers

CITY CONTRACT NO.: RFP 01-13

CONTRACT FOR: Advertising Opportunities Motor Vehicle Registration Mailing Stuffers

(Name of Advertiser)

You are notified that the Contract Time under the above contract will commence to run on the date of this Notice to Proceed. By this date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than one (1) year thereafter. However, the Contract may be extended, by mutual agreement, for up to three (3) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to FINANCE DEPARTMENT, TREASURY & COLLECTIONS DIVISION

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: RFP 01-13

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 01-13, Advertising Opportunities Motor Vehicle Registration Mailing Stuffers) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc)_____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....*

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A
PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP 01-13, ADVERTISING OPPORTUNITIES, MV REGISTRATION MAILING STUFFERS

DEPARTMENT/DIVISION: FINANCE/TREASURY & COLLECTIONS DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Annual Fee	20		
Compatibility of the firm's purpose, products and services with the mission, purpose, function and duties of the City of Concord	10		
Advertising insert sample	10		
<u>Firm/Organization:</u>			
Ability and capacity of the firm to meet its financial obligations under the advertising agreement	10		
The character, reputation and location of the firm	10		
Responsiveness and responsibility of the firm	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.